

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation, AMAZON TECHNOLOGIES, INC., a Nevada corporation; and AMAZON SERVICES, LLC, a Nevada limited liability company,

Plaintiffs,

v.

ONLINE SECRETS, INC., a corporation, NATURAL HEALTH USA, LLC, a limited liability company, HERITAGE FUNDING CORP., a corporation, MICHAEL J. GAZZOLA, an individual, MATTHEW S. BEHDJOU, an individual, and DOE Companies 1 – 20,

Defendants.

CASE NO. 2:19-cv-01688-JLR

STIPULATED ORDER AND DISMISSAL

**NOTE ON MOTION CALENDAR:
April 3, 2020**

The Parties, by and through their undersigned counsel, stipulate to the entry of the following Stipulated Order and Dismissal in order to publicly document and ensure the enforceability of the confidential settlement agreement reached by the Parties and to avoid the expense, delay, and expenditure of judicial resources otherwise required by continued litigation.

The Parties stipulate as follows:

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STIPULATION

1. Captioned plaintiffs (“Plaintiffs” or “Amazon”) filed a Complaint, Dkt. #1, against captioned defendants (“Defendants”) alleging (1) trademark infringement in violation of the Lanham Act § 32; 15 U.S. S § 1114; (2) false association/Federal Unfair Competition in violation of the Lanham Act, § 43(a); 15 U.S.C. § 1125(a); (3) dilution and tarnishment of a famous mark in violation of the Lanham Act § 43(c); 15 U.S.C. § 1125(c); and, (4) tortious interference with Amazon’s seller agreements.

2. Amazon alleges that Defendants improperly exploited Amazon’s trademarks and brand to suggest affiliation with Amazon, encouraging students seeking to sell in Amazon’s online stores to overpay Defendants for consulting services that do not produce the results promised. Amazon further alleges that Defendants then directed and encouraged students to pursue success on Amazon via activities, such as fake product reviews, that violate the students’ contractual obligations to Amazon as Amazon sellers. Amazon alleges that Defendants’ misconduct has caused and is causing irreparable harm to Amazon’s reputation and goodwill with both its customers and its third-party sellers.

3. Defendants deny these allegations, but acknowledge that the following stipulated relief is appropriate to resolve Amazon’s Complaint via the benefit of a fully enforceable court order:

- a. Defendants must disclose to Amazon all entities, websites, and affiliates in which Defendants have an ownership interest or otherwise manage or control, related to selling on Amazon, including a description of each business sufficient for Amazon to understand how it interacts with Amazon’s seller platforms.
- b. Defendants will remove all logos and marks identified in the Complaint from their materials and refrain from using any Amazon marks in their materials.
- c. Defendants will post on all Defendants’ student acquisition, communications and training materials, immediately identifiable language stating: **“We are not affiliated with Amazon.** We expect our students to be familiar with and follow all of Amazon’s requirements in the Amazon Services Business Solutions Agreement (“BSA”). If we discover violations of these requirements, we will report them to Amazon.”

1 Defendants will report to Amazon any violations of Amazon's BSA by those
2 affiliated with Defendants.

- 3 d. Defendants shall post the following language on their Facebook site and any other
4 internet or blog related gathering place for Amazon sellers affiliated with Defendants:

5 "We expect our students and participants in this forum to be familiar with and
6 follow all of Amazon's requirements in the Amazon Services Business Solutions
7 Agreement (BSA). These requirements prohibit review manipulation and other
8 improper activities. If we discover violations of these requirements, we will
9 report them to Amazon."

10 Defendants will repost this language 14 days after the first post and then take down
11 their Facebook site and all other group discussion forums that they control within 30
12 days of the first published announcement in this paragraph.

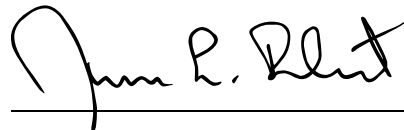
- 13 e. Defendants will send the quoted language in paragraph 3(d) via email to all their
14 students.

15 The Parties stipulate to entry of Paragraph 3 as a fully enforceable court order
16 accompanying dismissal without prejudice of this matter.

17 ORDER

18 Pursuant to LCR 10(g), IT IS SO ORDERED. This matter is hereby dismissed, without
19 prejudice.

20 Dated this 3rd day of April, 2020.



JAMES L. ROBART
United States District Judge

1 ***Presented by:***

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4 Technologies, Inc. and Amazon Services, LLC

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17 ***Stipulated by:***

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